

645 **20. RECORDING (9-05)**

646 This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer
647 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

648 **21. ASSIGNMENT (1-10)**

649 This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assign-
650 able, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless
651 otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

652 **22. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)**

653 (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the
654 laws of the Commonwealth of Pennsylvania.

655 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance
656 by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of
657 Pennsylvania.

658 **23. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (1-17)**

659 The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property
660 Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of U.S.
661 real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons pur-
662 chasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required
663 to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S.
664 taxation of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/
665 Buyer you must find out if the transferor is a foreign person as defined by the Act. If the transferor is a foreign person and you fail to
666 withhold, you may be held liable for the tax.

667 **24. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (4-14)**

668 The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing
669 for community notification of the presence of certain convicted sex offenders. **Buyers are encouraged to contact the municipal**
670 **police department or the Pennsylvania State Police** for information relating to the presence of sex offenders near a particular prop-
671 erty, or to check the information on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us.

672 **25. REPRESENTATIONS (1-10)**

673 (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licens-
674 ees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement.
675 This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants,
676 representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not
677 be altered, amended, changed or modified except in writing executed by the parties.

678 (B) Unless otherwise stated in this Agreement, **Buyer has inspected the Property** (including fixtures and any personal property spec-
679 ifically listed herein) **before signing this Agreement or has waived the right to do so, and agrees to purchase the Property**
680 **IN ITS PRESENT CONDITION**, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that
681 Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the
682 structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of
683 conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems
684 contained therein.

685 (C) Any repairs required by this Agreement will be completed in a workmanlike manner.

686 (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

687 **26. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-18)**


688 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all
689 deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 26(B), and this Agreement will be VOID.
690 Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.

691 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to
692 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:

- 693 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written
694 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
- 695 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing
696 Broker how to distribute some or all of the deposit monies.
- 697 3. According to the terms of a final order of court.
- 698 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
699 deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 26(C))

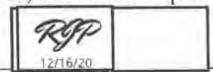
700 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved 30 days (180 if not
701 specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the
702 Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written
703 request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the
704 subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt of
705 Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement
706 between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of
707 the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution
708 of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties
709 maintain their legal rights to pursue litigation even after a distribution is made.

710 Buyer Initials:


12/15/20 12/15/20
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Seller Initials:


12/16/20
6:26 PM EST
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- (D) Buyer and Seller agree that a Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 26 or Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.
- (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
1. Fail to make any additional payments as specified in Paragraph 2, OR
 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's legal or financial status, OR
 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
- (F) **Unless otherwise checked in Paragraph 26(G)**, Seller may elect to retain those sums paid by Buyer, including deposit monies:
1. On account of purchase price, OR
 2. As monies to be applied to Seller's damages, OR
 3. As liquidated damages for such default.
- (G) ☒ **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.**
- (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 26(F) or (G), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.
- (I) Brokers and licensees are not responsible for unpaid deposits.

27. MEDIATION (7-20)

Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies, to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation system offered or endorsed by the local Association of Realtors®. Mediation fees, contained in the mediator's fee schedule, will be divided equally among the parties and will be paid before the mediation conference. Legal proceedings may be initiated prior to the completion of the mediation process to stop any statute of limitations from expiring and for the purpose of indexing a lis pendens by Buyer to prevent the transfer of title to a third party when Buyer is seeking to purchase the Property. The parties agree that all proceedings shall be stayed until the completion of mediation and that a court of competent jurisdiction may award attorneys' fees to the prevailing party should the court find that a party has unreasonably breached this provision or acted in bad faith. Any agreement reached through mediation and signed by the parties will be binding. Any agreement to mediate disputes or claims arising from this Agreement will survive settlement.

28. RELEASE (9-05)

Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

29. REAL ESTATE RECOVERY FUND (4-18)

A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

30. COMMUNICATIONS WITH BUYER AND/OR SELLER (1-10)

- (A) If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker for Buyer, if any, a copy of all Loan Estimate(s) and Closing Disclosure(s) upon receipt.
- (B) Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satisfied by communication/delivery to the Broker for Buyer, if any, **except for documents required to be delivered pursuant to Paragraph 16**. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

31. HEADINGS (4-14)

The section and paragraph headings in this Agreement are for convenience only and are not intended to indicate all of the matter in the sections which follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

Buyer Initials:

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12/16/20	12/16/20
11:33 AM EST	11:35 AM EST
dotloop verified	dotloop verified

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Seller Initials:

RSP	
12/16/20	
6:26 PM EST	
dotloop verified	

32. SPECIAL CLAUSES (1-10)

(A) The following are attached to and made part of this Agreement if checked:

- ☐ Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
☐ Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)
☐ Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
☐ Settlement of Other Property Contingency Addendum (PAR Form SOP)
☒ Appraisal Contingency Addendum (PAR Form ACA)
☐ Short Sale Addendum (PAR Form SHS)
☒ Addendum/Endorsement to Agreement of Sale (PAR Form ASA)
☐
☐

(B) Additional Terms:

Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement of the Parties.

NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Parties to this transaction are advised to consult a Pennsylvania real estate attorney before signing if they desire legal advice.

Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures of all parties, constitutes acceptance by the parties.

☒ Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

☒ Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

☒ Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before signing this Agreement.

☐ Buyer has received the Lead-Based Paint Hazards Disclosure, which is attached to this Agreement of Sale. Buyer has received the pamphlet Protect Your Family from Lead in Your Home (for properties built prior to 1978).

BUYER	<i>Peggy A. Kachler</i>	dotloop verified 12/17/20 1:19 PM EST MIMN-NFMI-QAEL-HCPB	DATE	
BUYER	<i>Andrew J. Kachler</i>	dotloop verified 12/17/20 1:22 PM EST LFSB-3OK7-IMBQ-OUOG	DATE	
BUYER			DATE	

Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.

Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

SELLER	<i>Richard J. Puleo</i>	dotloop verified 12/18/20 7:57 AM EST 47X0-AQSS-ZE3M-QUEM	DATE	
SELLER			DATE	
SELLER			DATE	